

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI**

IN RE:

HOUSTON LAMAR HUTTO

BANKRUPTCY PROCEEDING

CASE NUMBER: 25-50513 KMS

SUNBELT FEDERAL CREDIT UNION

VS.

**HOUSTON LAMAR HUTTO, DEBTOR,
KELSEY J. HUTTO, CO-DEBTOR,
AND
DAVID RAWLINGS, CHAPTER 13 TRUSTEE**

**MOTION FOR ABANDONMENT AND REQUEST FOR TERMINATION
OF §362 AUTOMATIC STAY AND §1301 CO-DEBTOR STAY**

COMES NOW Sunbelt Federal Credit Union (“Sunbelt”), by and through its attorney, and files this its Motion for Abandonment and Request for Termination of §362 Automatic Stay and §1301 Co-Debtor Stay, and in support thereof would show unto the Court the following:

1.

The Court has jurisdiction over this matter pursuant to 28 U.S.C. §1334, 28 U.S.C. §157, 11 U.S.C. §554, 11 U.S.C. §362, and 11 U.S.C. §1301, and related code sections and rules.

2.

On April 10, 2025, Houston Lamar Hutto (“Debtor”) filed his petition under Chapter 13 of the United States Bankruptcy Code before the United States Bankruptcy Court for the Southern District of Mississippi. David Rawlings was appointed the Chapter 13 Trustee.

3.

On May 28, 2024, the Debtor and Kelsey J. Hutto executed a Security Agreement and

Promissory Note to finance a 2019 Chevrolet Camaro (VIN# 1G1FD1RS5K0129856), serving as collateral to the loan agreement. A copy of the Security Agreement and Promissory Note are attached as Exhibit “A”.

4.

The beneficiary of said Agreement and Note perfected the security interest by filing the application for Certificate of Title with the Office of the Mississippi Secretary of State, a copy of which is attached as Exhibit “B”.

5.

The Debtor is proposing to abandon or surrender the vehicle, and as such, Sunbelt requests that the §362 automatic stay and the §1301 co-debtor stay be lifted.

6.

“Cause” for lifting the automatic stay includes “the lack of adequate protection of an interest in property of such party in interest.” §362(d)(1). “Adequate protection,” a bankruptcy term of art defined in §361, “in short, ... is a payment, replacement lien, or other relief sufficient to protect the creditor against diminution in the value of his collateral during the bankruptcy.” *In re Scopac*, 624 F.3d 274, 278 n.1 (5th Cir. 2010), *opinion modified on denial of reh’g*, 649 F.3d 320 (5th Cir. 2011).

7.

The balance of the debt owed to Sunbelt is \$27,901.54. The estimated value of the collateral is \$25,290.00 (Retail \$28,100 x 90%).

8.

Sunbelt is not adequately protected. The Debtor and Co-Debtor have failed to provide Sunbelt with adequate protection as required by 11 U.S.C. §362 and as such the §362 automatic stay

should be lifted and the §1301 co-debtor stay should be lifted.

9.

Cause exists for the termination of the §362 automatic stay and the §1301 co-debtor stay as to Sunbelt. The collateral of Sunbelt should be abandoned from the bankruptcy estate. There is no equity in the collateral for the benefit of the bankruptcy estate.

WHEREFORE, Sunbelt Federal Credit Union requests the Court to find that its Motion for Abandonment and Request for Termination of §362 Automatic Stay and §1301 Co-Debtor Stay is well taken and should be granted.

Respectfully submitted,

SUNBELT FEDERAL CREDIT UNION

BY: s / Anna Claire Henderson
ANNA CLAIRE HENDERSON
Attorney for Sunbelt Federal Credit Union

CERTIFICATE OF SERVICE

I, ANNA CLAIRE HENDERSON, do hereby certify that I have this date served, via United States Mail, postage prepaid, or via the ECF Notification Service, a true and correct copy of the above and foregoing Motion for Abandonment and Request for Termination of §362 Automatic Stay and §1301 Co-Debtor Stay to the following:

Thomas Carl Rollins, Jr.
trollins@therollinsfirm.com

David Rawlings
Chapter 13 Trustee
ecfnotices@rawlings13.net

Office of United States Trustee
USTPRegion05.JA.ECF@usdoj.gov

Houston Lamar Hutto
Kelsey J. Hutto
88 Mag Williams Road
Heidelberg, MS 39439

This, the 19th day of May, 2025.

s / Anna Claire Henderson
ANNA CLAIRE HENDERSON

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